



**THE COUNCIL OF THE CITY OF BINGHAMTON
STATE OF NEW YORK**

Date: October 21, 2015

Sponsored by Council Members: Webb, Mihalko, Rennie, Motsavage, Matzo, Berg, Papastrat

Introduced by Committee: Planning and Community Development

ORDINANCE

entitled

**AN ORDINANCE AUTHORIZING AN
EASEMENT AT 70-72 COURT STREET TO 33
STATE STREET ASSOCIATES, LLC**

WHEREAS, the City of Binghamton is owner of certain real property located at 70-72 Court Street, Binghamton, New York, Tax Parcel No. 160.41-4-14 (the "Premises"); and

WHEREAS, the City of Binghamton wishes to grant an easement over a portion of 70-72 Court Street to 33 State Street Associates, LLC to construct, use, maintain, repair and replace existing exterior stairs from the basement to ground level for ingress and egress to and from said property as annexed hereto; and

WHEREAS, the Board of Estimate and Apportionment approved and recommended the easement on September 30, 2015.

NOW, THEREFORE, the Council of the City of Binghamton, duly convened in regular session, does hereby ordain as follows:

Section 1. That the Mayor of the City of Binghamton, or his designee, is hereby authorized to grant an easement and to execute all necessary and appropriate documentation, approved as to form and content by the Office of Corporation Counsel, to 33 State Street Associates, LLC or its successor-in-interest for a portion of 70-72 Court Street, Binghamton, New York, Tax Parcel No. 160.41-4-14, as annexed hereto, for \$1.00, to be paid by cash, certified, or local bank check.

Section 2. That this Ordinance shall take effect immediately.

Introductory No. 015-75

Permanent No. 015-72

Sponsored by City Council Members:
Webb, Mihalko, Rennia, Mousavage, Matzo, Berg,
Papastrat

AN ORDINANCE AUTHORIZING AN EASEMENT AT
70-72 COURT STREET TO 33 STATE STREET
ASSOCIATES, LLC

The within Ordinance was adopted by the Council of
the City of Binghamton.

10/21/15
Date

City Clerk

10/22/15
Date Presented to Mayor

6/22/15
Date Approved

Mayor

	Ayes	Nays	Abstain	Absent
Mousavage	✓			
Mihalko	✓			
Rennia	✓			
Webb	✓			
Papastrat	✓			
Matzo	✓			
Berg	✓			
Total	7	0	0	0

Code of the City of Binghamton

Adopted Defeated

7 Ayes 0 Nays 0 Abstain 0 Absent

I hereby certify the above to be a true copy
of the legislation adopted by the Council
of the City of Binghamton at a meeting
held on 2/09/15. Approved by the
Mayor on 2/20/15.



EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made the ____ day of _____, 2014, by and between the City of Binghamton, City Hall, 38 Hawley Street, Binghamton, New York 13901 ("Grantor") and 33 State Street Associates LLC, 2194 Hazard Hill Rd., Binghamton, NY 13903 ("Grantee")

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property located at 72 Court St., Binghamton, New York, Parcel ID No. 160.41-4-14, and as further described in a deed filed in the Office of the Broome County Clerk in Book 2201 page 490 (the "Grantor's Property"); and

WHEREAS, Grantee is the owner of certain real property located at 92 State St., Binghamton, New York, Parcel ID No. 160.41-4-15, and as further described in a deed filed in the Office of the Broome County Clerk in Book 2313 page 88 (the Grantee's Property); and

WHEREAS, buildings on Grantor's Property and Grantee's Property previously shared a common wall, including interior stairs and an access between the buildings; and

WHEREAS, Grantor has demolished its building, requiring Grantee to replace the prior interior stairs with stairs suitable for exterior use; and

WHEREAS, the stairs are located on the Grantor's Property; and

WHEREAS, the parties wish to provide for an easement for the construction, use maintenance, repair, and replacement of exterior stairs for ingress and egress to and from the Grantee's Property.

NOW, THEREFORE, the parties hereto, in consideration of \$1.00 paid by Grantee to Grantor and intending to be legally bound hereby, agree as follows:

1. Grantor hereby grants and conveys to Grantee a permanent easement over a portion of the Grantor's Property as described in Exhibit "A" annexed hereto and made a part hereof (the "Easement Area").
2. The Grantee shall use the Easement Area to construct, use, maintain, repair, and replace ^{existing} exterior stairs ^{from the basement to ground level} for ingress and egress to and from the Grantee's Property.
3. Grantee shall construct, use, maintain, repair, and replace the ^{above described} exterior stairs at its sole cost and expense.

Exh. B "B"

4. Grantee will comply with all City of Binghamton and New York State Fire Prevention and Building Code requirements regarding construction and maintenance of the exterior stairs.
5. Grantee agrees to indemnify and hold Grantor harmless from any liability, cost, or expense, including reasonable attorney's fees, incurred by Grantor by reason of injury to persons or damage to property arising out of or in connection with use of the exterior stairs and the Easement Area.
6. Grantee shall maintain general liability insurance in amounts consistent with general liability insurance for Grantee's Property or any such other amounts as the Corporation Counsel of the City of Binghamton may reasonably require, naming the Grantor as an additional insured and providing Grantor with not less than thirty (30) days notice of cancellation.
7. Grantee will repair any damage to the Easement Area, unless such damage is caused by Grantor, or Grantor's employees, agents, or contractors.
8. Nothing herein shall preclude Grantor, its heirs, successors and assigns, from constructing improvements above the exterior stairs or relocating the exterior stairs, provided such construction or relocation does not eliminate the ingress and egress intended by this Easement Agreement.
9. In the event of any default under this Easement Agreement either party may give written notice to the defaulting party and a reasonable opportunity to cure said default. If Grantee fails or refuses to cure any default within said cure period or if Grantee fails or refuses to maintain or discontinues its general liability insurance, then Grantor may, upon two (2) business days written notice to Grantee, terminate use of the Easement Area.
10. Any notices hereunder shall be delivered either personally or by certified mail, return receipt requested to the party at the above address. Either party may amend the address by giving written notice to the other party. Any notice to the City of Binghamton shall be to the attention of the Mayor with a copy to the Corporation Counsel.
11. The laws of the State of New York shall apply to this Easement Agreement and venue for any action or proceeding hereunder shall be Broome County, New York.

IN WITNESS WHEREOF, the parties hereto have caused this Easement Agreement to be duly executed the day and year first above written.

33 STATE STREET ASSOCIATES LLC

By: _____

THE CITY OF BINGHAMTON

By: _____
Richard C. David, Mayor

STATE OF NEW YORK)
) SS:
COUNTY OF BROOME)

On the day of _____ in the year 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) SS:
COUNTY OF BROOME)

On the day of _____ in the year 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard C. David, Mayor of the city of Binghamton, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public